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IN THE COURT OF COMMON PLEAS

ORIGINAL

HAMILTON COUNTY, OHIO

JEFFREY DECKER
P.O. Box 43550
Cincinnati, Ohio 45243

CASE NO.: A 15 00130

(Judge _____)

and

MARIA DECKER
P.O. Box 43550
Cincinnati, Ohio 45243

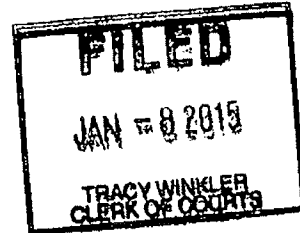


Plaintiffs,

**COMPLAINT AND JURY
DEMAND**

v.

CHUBB NATIONAL INSURANCE CO.
15 Mountain View Road
Warren, New Jersey 07059



Please Serve:
CT Corporation System
150 West Market Street
Suite 800
Indianapolis, Indiana 46204

and

CHUBB & SON INC., a Division of
Federal Insurance Company
15 Mountain View Road
Warren, New Jersey 07059

Please Serve:
CT Corporation System
1300 East Ninth Street
Cleveland, Ohio 44114

Defendants.

Now come plaintiffs, Jeffrey Decker and Maria Decker, by and through counsel, and for their cause of action, state as follows:

1. At all times relevant herein, plaintiffs, Jeffrey Decker and Maria Decker, are husband and wife and own the real property located at 9645 Cunningham Road, Cincinnati, Hamilton County, Ohio 45243, where they reside and/or formerly resided prior to the fire damages at issue in this matter.

2. At all time relevant herein, Chubb National Insurance Company ("Chubb National") is a company, corporation or other business entity, licensed to do business in the State of Ohio, with a principal place of business located at 15 Mountain View Road, Warren, New Jersey 07059, and is engaged in the business of, among other things, providing insurance, including, but not limited to, home and contents, auto and other insurance coverage to the general public, including plaintiffs, Jeffrey Decker and Maria Decker.

3. At all time relevant herein, Chubb & Son Inc. ("Chubb & Son") is a company, corporation or other business entity, licensed to do business in the State of Ohio, with a principal place of business located at 15 Mountain View Road, Warren, New Jersey 07059, and is engaged in the business of, among other things, providing property and casualty insurance underwriting management services, including, but not limited to, claims and/or investigation services on behalf of defendant, Chubb National.

4. Plaintiffs, Jeffrey Decker and Maria Decker, maintained a policy of insurance underwritten by Defendant, Chubb National, specifically Policy No. 13127867-05, for the periods February 2, 2013 through February 2, 2014, a copy of said policy is attached hereto as Exhibit "A".

5. Said policy of insurance provided that Chubb National would insure plaintiffs' residence from included damages in return for plaintiffs' payment of premiums.

6. Further, said policy of insurance provided that Chubb National would insure personal property contents from included damages in return for plaintiffs' payment of premiums.

7. Further, said policy of insurance provided that Chubb National would insure covered automobiles from included damages in return for plaintiffs' payment of premiums.

8. During the aforementioned period, plaintiffs owned, maintained and resided in the residential property located at 9645 Cunningham Road, Cincinnati, Hamilton County, Ohio 45243.

9. The residential property located at 9645 Cunningham Road, Cincinnati, Hamilton County, Ohio 45243 was covered property under Chubb National's Policy No. 13127867-05.

10. The personal property contents were further covered by the aforementioned policy of insurance underwritten by Chubb National's Policy No. 13127867-05.

11. The covered automobiles were further covered by the aforementioned policy of insurance underwritten by Chubb National's Policy No. 13127867-05.

12. On or about January 10, 2014, a fire caused significant, if not total, damage to the structure, personal property and automobiles of the residential property located at 9645 Cunningham Road, Cincinnati, Hamilton County, Ohio 45243.

13. Said fire and resultant damages was an occurrence covered by plaintiffs' policy of insurance underwritten by Chubb National.

14. Plaintiffs, Jeffrey Decker and Maria Decker, ("Deckers"), properly made a timely claim for coverage under the aforementioned policy, provided all necessary documentation to Chubb National and/or Chubb & Son, and exhausted all administrative procedures and/or otherwise performed all their obligations pursuant to said policy.

COUNT ONE

15. Plaintiffs refer to and incorporate the preceding allegations as if fully rewritten herein.

16. Defendant, Chubb National, has failed to honor plaintiffs' proper and timely claims under Policy No. 13127867-05 and has done so without reasonable justification.

17. The failure of defendant, Chubb National, to honor plaintiffs' claims under Policy No. 13127867-05 constitutes a breach of the aforementioned insurance contract.

18. Plaintiffs, Deckers, have demanded a full and final settlement of all claims in accordance with the terms of the insurance contract under Policy No. 13127867-05.

19. Pursuant to Ohio Civil Rule 57 and Ohio Revised Code Sections §2721.01 through §2721.15, plaintiffs, Deckers, seek a declaration by this court that they are entitled to full coverage under Policy No. 13127867-05 from defendant, Chubb National, as a direct and proximate result of the aforementioned fire, including, but not limited to, all applicable and appropriate payments, benefits, interest, costs and other such relief to which they are entitled herein.

COUNT TWO

20. Plaintiffs refer to and incorporate the preceding allegations as if fully rewritten herein.

21. At all times relevant herein, plaintiffs, Deckers, were insured under a valid contract of insurance with defendant, Chubb National, and, in good faith, were in compliance with the provisions of said insurance policy, including payment of premiums, timely notice of the claims, providing all necessary and requested documentation and otherwise performing all their obligations pursuant to said policy.

22. At all times relevant herein, defendant, Chubb National, knew or should have known that the language of the policy of insurance provided coverage for plaintiffs, Deckers, relative to the fire damage.

23. Plaintiffs, Deckers, have demanded a full and final settlement of all claims in accordance with the terms of the insurance contract under Policy No. 13127867-05.

24. The failure of defendant, Chubb National, to honor plaintiffs' claims under Policy No. 13127867-05 constitutes a breach of the aforementioned insurance contract.

25. As a direct and proximate result of defendant, Chubb National's, breach of the insurance contract, plaintiffs, Deckers, have sustained damages, including, but not limited to, financial loss of the policy payments, benefits, interest, costs, legal fees and other miscellaneous and sundry costs and expenses.

COUNT THREE

26. Plaintiffs refer to and incorporate the preceding allegations as if fully rewritten herein.

27. Defendant, Chubb National, and/or defendant, Chubb & Son, ("Chubb Defendants") intentionally, willfully, wantonly, and/or maliciously failed to act in good faith toward plaintiffs, Deckers, by, among other things, failing to honor the aforementioned contractual claims in accordance with the terms and conditions of the insurance contract under Policy. No. 13127867-05, thereby exposing plaintiffs, Deckers, to loss as a policy insured without reasonable justification.

28. As a direct and proximate result of Chubb Defendants' failure and/or refusal to act in good faith, plaintiffs, Deckers, have sustained damages, including, but not limited to, financial loss of the policy payments, benefits, interest, costs, legal fees and other miscellaneous and sundry costs and expenses.

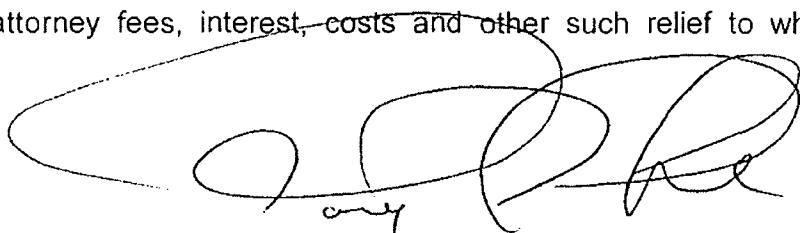
29. As a further and direct and proximate result of Chubb Defendants' failure and/or refusal to act in good faith, plaintiffs, Deckers, have sustained damages, including, but not limited to, forcible trespassing at the property located at 9645 Cunningham Road, Cincinnati, Hamilton County, Ohio 45243 and expenses related to securing the property.

COUNT FOUR

30. Plaintiffs refer to and incorporate the preceding allegations as if fully rewritten herein.

31. Chubb Defendants' acts and/or omissions, by and through its' agents, servants and/or employees, were willful, wanton, malicious and/or in bad faith and/or with actual malice, fraud or insult and entitle plaintiffs, Deckers, to punitive damages, including legal fees and expenses.

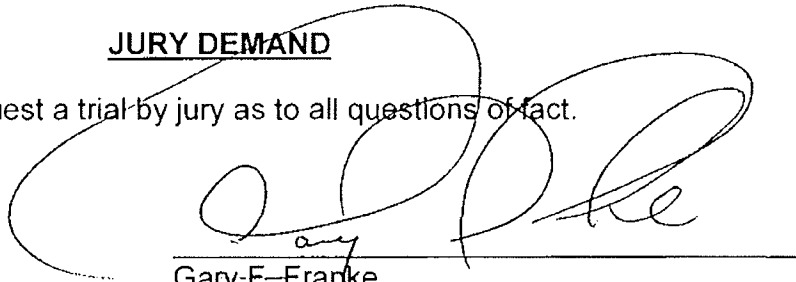
WHEREFORE, Jeffrey Decker and Maria Decker demand judgment against defendants, Chubb National Insurance Company and/or Chubb & Son Inc., jointly and severally, in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), plus interests and costs; and, alternatively, pursuant to Civil Rule 54(C) of the Ohio Rules of Civil Procedure, plaintiffs, Jeffrey Decker and Maria Decker, demand judgment against defendant, Chubb National Insurance Company for Declaratory Judgment that plaintiffs are entitled to full coverage under Policy No. 13127867-05, plus all applicable and appropriate benefits, interest, costs, legal fees and other relief to which they are entitled; and plaintiffs, Jeffrey Decker and Maria Decker demand Judgment against defendant, Chubb National Insurance Company under Count Two of the Complaint in the amount of Fourteen Million, Nine Hundred Seventy Five Thousand, Four Hundred Nine Dollars (\$14,975,409.00), and further demand judgment against defendants, Chubb National Insurance Company and/or Chubb & Son Inc., jointly and severally, under Counts Three and Four of the Complaint in the amount of Forty Four Million, Nine Hundred Twenty Six Thousand, Two Hundred Twenty Seven Dollars (\$44,926,227.00), plus attorney fees, interest, costs and other such relief to which plaintiffs are entitled.



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Cincinnati, Ohio 45202
(513) 564-9222
Fax: (513) 564-9990

JURY DEMAND

Plaintiffs hereby request a trial by jury as to all questions of fact.

A large, stylized handwritten signature in black ink, appearing to read 'Gary F. Franke', is written over a horizontal line.

Gary F. Franke
Attorney at Law